



## COMMUNITY ROOM RENTAL RULES AND REGULATIONS

1. Community room rental is restricted to a member of record, in good standing, of FHC.
2. The member requesting rental and use of the community room must be physically present in the community room during the entire event at all times as listed on the reservation form, including set-up, clean-up and lock-up.
3. Rental of the Forest Hills Cooperative (“FHC”) community room shall be approved by the FHC Board of Directors. Use of the community room is restricted to the following events and activities:
  - a. FHC sponsored events and activities;
  - b. Events and activities demonstrated to be of benefit to the Membership; and,
  - c. Private member/family events and activities
4. The community room is available for rental -Monday through -Friday from 5:30 pm to 11:00 pm; and, Saturday and Sunday from 8:30 am to 12:00 am (midnight). Restrictions may apply if the event is held during FHC business hours. The availability of hours for rental of the community room also includes set-up, clean-up and lock-up. If the clean-up continues past the designated event end time, there will be additional charges.
5. Rental fee for the use of the community room is \$150. Mandatory damage deposit is \$200. Both fees must be paid together in one (1) money order or certified check made payable to “Forest Hills Cooperative” at the time the reservation request has been submitted.
6. Reservation requests must be submitted at least one (1) week prior to the scheduled event.
7. The damage deposit will be refunded if the community room is returned to its original condition, is cleaned properly, there are no damages, all FHC property is in good working condition, and there were no infractions/violations of any rule or regulation governing the use of the community room, including all rules and regulations of FHC.
8. The deposit refund, may be applied to the renting member’s ledger account as a credit or a check may be issued directly to the renting member. Please allow a week for processing the deposit refund check.
9. The entire community room, including the bathroom must be thoroughly cleaned and all trash must be properly discarded, including bathrooms and exterior. The renting member will be financially responsible if additional cleaning charges are required. Due to the COVID-19 pandemic, the renting member acknowledges that FHC is responsible for complying with all local, state and federal mandates and guidelines for COVID-19. While the renting member is required to thoroughly clean the community room and bathroom, including high touched surfaces (counters, tables, doorknobs, light switches, toilets, faucets, sinks, appliances, cabinets, etc.) using cleaning products containing soap and detergent after the event, the renting member acknowledges and agrees to cease the event one hour prior to the established event end time to allow for the renting member to thoroughly clean the community room and bathrooms.
10. Per the request of the Ann Arbor Police Department, parking (vehicles) is limited to the east side of Shadowood Drive. Do not park on both sides of Shadowood. No vehicles may be parked in any of the courts throughout the cooperative at any time. Violation of this paragraph may result in the vehicle being towed at the owner’s expense.
11. No pets, alcohol or gambling are permitted in the community room.
12. The community room is a “Smoke Free” facility. Non-compliance will result in forfeiture of the damage deposit.
13. The maximum number of people allowed in the community room (adults and children) is limited to 50 persons.
14. A “code” will be provided by FHC to be used to enter the room. The code will be programmed to operate the lock on the door between the hours indicated on the rental form only. There may be a charge if assistance is required and it is not caused by a technical malfunction.
15. No decorations may be affixed to the walls or ceiling of the community room. Any damage will incur a deduction from the deposit.
16. Barbecuing is not permitted in the community room or around the community room building premises.

17. If the event becomes detrimental to the best interests of FHC in the opinion of the Board of Directors of FHC, the event will be terminated and the deposit balance forfeited.
18. The renting member is fully responsible and liable for the conduct and actions of their guests, the renting member's own actions, and/or anyone else drawn to or in attendance at the event. All children must be supervised by an adult at all times. The renting member must ensure those attending the event do not make excessive noise (including music) or interfere with other FHC members right to peaceable possession of their home or to the FHC premises.
19. FHC, its officers, directors, employees, agents and assigns shall not be liable for any injury or death of any person, or for loss or damage to any property in connection with the rental and use of the community room. The use of the community room also includes set-up, clean-up and lock-up.
20. The renting member shall be financially responsible for all damages to FHC property and fixtures. Charges assessed for damages are not limited to the amount of the damage, but rather to the actual cost to restore the community room, FHC property or FHC premises to its original condition. In the event FHC incurs expenses due to the community room rental, renting member acknowledges and agrees to reimburse FHC. FHC will notify the renting member, in writing, the expenses incurred and FHC shall add the cost thereof to the renting member's next month's carrying charge payment.
21. The renting member acknowledges that the privilege of renting and using the community room pursuant to this Agreement arises under the terms of the renting member's Occupancy Agreement as a member of FHC. Failure to do so may result in termination of the renting member's membership and occupancy in FHC.
22. The renting member, hereby agrees to fully and forever release, discharge, and waive FHC, its officers, directors, employees, agents, and assigns, ("Released Parties"), from and against any and all claims, demands, liabilities, losses, damages, injury to person, including the renting member, or injury to property, actions, causes of action, costs, suits and expenses, including attorney fees and costs, which anyone, including the renting member, may have, claim to have, or which may hereafter accrue for any reason associated with the renting member's rental of the community room whether the injuries, damages or costs are a result of intentional or negligent acts or omissions of any of the aforementioned Released Parties, or otherwise. The renting member further agrees to indemnify and hold the FHC and all of its Released Parties harmless from any liability to any person, including the renting member, by way of description but not by way of limitation, personal representatives, heirs or assigns who are or may be injured as a result of the renting member's rental of the FHC community room. The renting member understands that this document is being signed as a condition precedent to the renting member's rental of the FHC community room. The renting member further acknowledges, that the renting member has read the Community Room Rules and Regulations and Reservation Agreement and fully understands the content thereof, and is executing this Community Room Rules and Regulations and Reservation Agreement voluntarily and with full knowledge that the Released Parties are relying upon this Community Room Rules and Regulations and Reservation Agreement as a condition precedent to the renting member's rental of the FHC community room.
23. The renting member, the renting member's guests and all other individuals in attendance for the event shall execute the FHC community room COVID-19 Safety Acknowledgement Liability Waiver and Release of Claims prior to entering FHC's community. Failure to do so shall result in the prohibition of entry into the FHC community room.



**RESERVATION AGREEMENT FOR COMMUNITY ROOM**

Name(s):	Phone:
Address:	Unit:
Event:	Event Date:
Event Time:	Number Attending:

I/We acknowledge that I/we have read all of the rules, regulations, and conditions governing the rental and use of the Forest Hills Cooperative ("FHC") community room. I/We hereby apply for use of the Forest Hills Cooperative community room and, by my/our signature(s) below, agree to abide by all rules and regulations contained in this Agreement. We further acknowledge that violation of the terms of this Agreement may result in termination of the Event and loss of our right to future use of the facility and legal action including termination of my/our membership and occupancy in FHC.

Member Signature:	Date
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Forest Hills Cooperative:	Date
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FOR OFFICE USE:	
Rental Fee Received:	Date: _____ Check No. _____
Inspection Dates:	Pre: _____ Post: _____
Damage Fees, if any:	\$ _____ Violations: <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>Refunds are subject to an inspection of the room.</b>	
Deposit Refund Returned by: <input type="checkbox"/> Credit on Account <input type="checkbox"/> Check	
*(If you pay your carrying charge by ACH, any refund will be issued by check.)	
Approved by:	
Disapproved by:	
Describe damages and/or violations below. Use additional sheets if necessary.	

**FOREST HILLS COOPERATIVE COMMUNITY ROOM  
COVID-19 SAFETY ACKNOWLEDGEMENT  
LIABILITY WAIVER AND RELEASE OF CLAIMS**

**COVID-19 SAFETY INFORMATION:** While participating in events held at or sponsored by Forest Hills Cooperative, (“FHC”) in FHC’s community room, “social distancing” must be practiced and face coverings worn when required, to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, FHC has put in place preventative measures to reduce the spread of COVID-19. However, FHC cannot guarantee that its members, members’ family member, guests, volunteers or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not enter FHC’s community room. By entering FHC’s community room to participate in the event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID- 19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

**DUTY TO SELF-MONITOR:** Individuals in attendance of the event, including FHC members, members family members, guests, volunteers or others in attendance agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact FHC at \_\_\_\_\_ if he/she experiences symptoms of COVID-19 and/or tests positive for COVID-19 within 14 days after participating or volunteering with NAHC.

**LIABILITY WAIVER AND RELEASE OF CLAIMS**

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation of the event in the FHC community room, and I willingly engage in the event activities (the “Activity”) behind held in FHC’s community room.

**RELEASEANDWAIVER.** I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST FOREST HILLS COOPERATIVE AND ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY

BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

**ASSUMPTION OF THE RISK.** I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID- 19, even if arising from the negligence or fault of the Released Parties; and
3. I acknowledge that FHC cannot guarantee that I will not become infected with the Coronavirus/Covid-19; and
4. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other participants and unknown third persons; and
5. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any FHC event or activity (“Activity”) is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) FHC and (b) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (b), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

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By: \_\_\_\_\_

Dated: \_\_\_\_\_